

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00078	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Space and Naval Warfare Systems Command 4301 Pacific Highway San Diego, CA 92110-3127 POC: Nancy Sterling, Contract Specialists 02A3-F 619-524-7145, nancy.sterling@navy.mil	CODE N00039	7. ADMINISTERED BY (If other than Item 6) DCMA Virginia 10500 Battleview Parkway, Suite 200 Manassas, VA 20109-2342		CODE S2404A
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Avaya Inc. 4250 North Fairfax Drive, Suite 1000 Arlington, VA 22203-1603 POC: Jim Sheek 919-653-7212, jsheek@avaya.com			(A)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO. N68939-97-D-0040
			(A)	10B. DATED (SEE ITEM 13) 29 July 1997
CODE 1RY87	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A - To Be Specified on the Individual Delivery Orders

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(A)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. (Specify authority) THE CHANGES
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER

E. IMPORTANT: Contractor is not X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Addition to Section F2.6 - All maintenance and support services must be completed by close of business 30 September 2008.

Except as provided herein, all other terms and conditions of N68939-97-D-0040 remain unchanged and in full force and effect.

Attachment: Conformed Section F

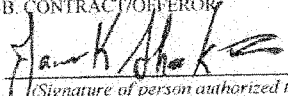
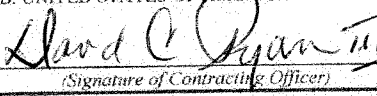
15A. NAME AND TITLE OF SIGNER (Type or print): James K. Sheek, III Regional Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) David C Ryan III	
15B. CONTRACT/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED January 19, 2007	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/22/07

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F1. Clauses Incorporated by Reference

F2. Part F Addenda

PART F - DELIVERIES OR PERFORMANCE WITH ADDENDA

F1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CITATION</u>	<u>TITLE</u>	<u>DATE</u>
52.242-17	Government Delay of Work	APR 1984
52.247-35	F.o.b. Destination, within Consignee's Premises	APR 1984
52.247-55	F.o.b. Point of Delivery of Government-Furnished Property	APR 1984

F2. PART F ADDENDA

F2.1 APPLICABILITY OF PART F ADDENDA

Notwithstanding the terms and conditions specified in FAR 52.212-4 "Contract Terms and Conditions—Commercial Items" contained in part I of this solicitation, the addenda contained in Part F apply to deliveries or performance. Any and all items in FAR 52.212-4 that are not specifically tailored or supplemented remain in full force and effect as specified in FAR 52.212-4.

F2.2 DELIVERY LOCATIONS AND SHIPMENT RESPONSIBILITIES

F2.2.1 Equipment and software.

F2.2.1.1 CONUS. All equipment, supplies, services, maintenance and data ordered under this contract shall be shipped "F.o.b. Destination, Within Consignee's Premises" for all CONUS deliveries to locations set forth in properly executed delivery orders issued pursuant to the provisions of this contract. The Contractor shall have complete responsibility for shipment of items to the CONUS site(s). Quantities ordered, along with specific delivery and/or installation dates will be specified in each delivery order.

F2.2.1.2 OCONUS. All equipment ordered under this contract shall be shipped F.o.b. Inland Carrier, POE" for OCONUS deliveries as set forth in properly executed delivery orders issued pursuant to the provisions of this contract. The Contractor shall have complete responsibility for shipment of items to the Point of Exportation (POE). For OCONUS shipments, the Government shall provide for transportation of items from the POE to the installation site, and will make delivery within 45 days of delivery to the POE. Quantities ordered, along with specific delivery and/or installation dates will be specified in each delivery order.

F2.2.1.2.1 For information purposes, examples of P.O.E. points normally used are listed below:

McChord AFB, WA for Japan
NAS Norfolk, VA for Puerto Rico

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Dover AFB, DE for southern Europe
Charleston AFB, SC for England

F2.2.1.2.2 For OCONUS locations with more than one P.O.E., the Contractor will have the choice of which P.O.E. to ship to (see paragraph G11). However, the Contractor must coordinate P.O.E.'s with the Navy Material Transportation Office (NAVMTO), NOB Norfolk VA for all Navy orders (804)444-7931. In turn, NAVMTO will coordinate AFDCO-TR, Wright-Patterson AFB, OH 45433-5000 for final arrangements.

F2.5 TRANSPORTATION CHARGES

F2.5.1 Transportation Charges. All arrangements for transportation shall be made by the Contractor. All transportation charges shall be included in the item prices.

F2.5.2 Shipment of Empty Packing Cases. Transportation charges for the shipment of empty packing cases shall be paid by the Contractor, except when the equipment is moved from one Government location to another, at Government request. Such requested moves will be paid by the Government.

F2.5.3 Equipment Shipped for Replacement. The Contractor shall bear transportation charges whenever equipment is shipped for replacement purposes, unless the replacement was due to a cause specified as a Government responsibility specified in Part I2., FAR 52.212-4(j), "Risk of loss."

F2.5.4 Rigging and Drayage Costs. The Government will pay only those rigging and drayage costs incurred at the Government's site, except that the Contractor shall pay all rigging and drayage costs when equipment is moved for replacement purposes, unless replacement was due to a cause specified as a Government responsibility specified in Part I2., FAR 52.212-4(j), "Risk of loss."

F2.5.5 Packing, Unpacking, and Placement of Equipment. When the Government orders installation at the site(s) specified in the delivery order, packing, unpacking and placement of equipment shall be accomplished by the Contractor without additional charge to the Government.

F2.5.6 Removal of Packing Material. When the Government orders installation at the site(s) specified in the delivery order, removal of packing materials (boxes, wooden crates, etc.) at Government sites shall be accomplished by the Contractor within 3 working days, without additional charges to the Government.

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F2.6 OTHER DELIVERIES OR PERFORMANCE REQUIREMENTS.

F2.6.1 Unless deviations from this provision are mutually agreed to and so stated on individual delivery orders, the Contractor shall deliver supplies and services according to the schedules specified below. **All maintenance and support services must be completed by close of business 30 September 2008.**

<u>Description</u>	<u>Required Delivery After Contractor Acceptance of D. O.</u>	
Large Switches and Related Equipment	CONUS: NLT 90 Calendar Days OCONUS: NLT 120 Calendar Days	
Medium and Small Switches and Related Equipment	CONUS: NLT 60 Calendar Days OCONUS: NLT 120 Calendar Days	
<i>Shore-to-Ship Connectivity</i>	<i>6001AD</i>	<i>NLT 20 Weeks</i>
	<i>6001AF</i>	<i>NLT 16 Weeks</i>
	<i>6004AA/AB</i>	<i>NLT 20 Weeks</i>
	<i>6007AC</i>	<i>NLT 16 Weeks</i>
	<i>6007AD</i>	<i>NLT 16 Weeks</i>
	<i>6007AE</i>	<i>NLT 20 Weeks</i>
	<i>0345/0346/0351</i>	<i>NLT 120 Days</i>
	<i>6003AJ</i>	<i>NLT 120 Days</i>
	<i>6004BA</i>	<i>NLT 120 Days</i>
	<i>6004AZ</i>	<i>NLT 120 Days</i>
	<i>6004AA/AB</i>	<i>NLT 20 Weeks</i>
<i>Special Purpose Data Racks</i>	<i>CLIN 4990AA</i>	<i>NLT 7 Months</i>
Other Equipment and Interfaces (other than switches, switch related components <i>and CLINs specified above</i>)	CONUS: NLT 30 Calendar Days OCONUS: NLT 45 Calendar Days	
Training	NLT 30 Calendar Days	
Maintenance	NLT date specified on the delivery order, which will be no earlier than 30 calendar days after acceptance of delivery order.	
Support Services	Shall commence no sooner than 30 days after acceptance of delivery order and NLT the specified on the delivery order	
Data	In accordance with the Contract Data Requirements Lists	

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F2.6.1.1 Delayed Deliverables. The following items or features are required to be available for ordering and delivery under this contract, but the Contractor is allowed to delay delivery or availability for delivery for up to the periods of time shown below:

<u>Description</u>	<u>Required Delivery After Contract Award</u>
Asynchronous Transfer Mode	12 months after the ATM standard is approved by the (ATM) Forum or 12 months after the date of contract award, whichever is later
Government Open Systems Interconnection Profile (GOSIP) solutions	NLT 12 months after contract award

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All hardware shall be manageable within Simple Network Management Protocol (SNMP) and/or CMIP from the Integrated Network Management Center System (INMCS).

NLT 12 months after contract award

INMCS must provide read access to configuration and fault information to DISA's network management solution.

NLT 12 months after acceptance of the network management deliverable under the DISA contract

DSN MLPP

NLT 12 months after contract award

F2.6.2 Reserved.

F2.6.2.1 Change of Date of Installation of Equipment.

F2.6.2.1.1 Delay of Installation Date. The Government reserves the right to delay the scheduled installation of equipment at no cost to the Government, provided that on delay of an installation date, the Contractor will receive written notice from the Government Contracting Officer 30 days prior to the installation date. If the delay exceeds 30 calendar days from the original installation date, the parties shall negotiate an equitable adjustment for such delay.

F2.6.2.1.2 Advancing the Installation Date. Whenever the installation date for equipment is advanced, the Contractor will receive written notice from the Contracting Officer at least 30 days prior to the advanced installation date. Any advanced installation date shall be mutually agreed upon by the Contractor and the Government.

F2.6.2.3 Delivery Notification. The contractor shall notify the Government acceptance authority by telephone with written confirmation at least 15 days prior to delivery.

F2.7. LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT

F2.7.1 If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay fixed, agreed, and liquidated damages to the Government, for each calendar day of delay the sum of those charges as specified in the clause entitled "Liquidated Damages Assessments."

F2.7.2 Alternatively, if delivery or performance is so delayed, the Government may terminate the delivery order in whole or in part under the "Termination for cause" clause at I2., FAR 52.212-1(m) in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the "Termination for cause" clause.

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F2.7.3 The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the "Termination for cause" clause of this contract.

F2.8 LIQUIDATED DAMAGES ASSESSMENTS

For the late delivery of the supplies or services ordered under this contract, the Contractor shall pay to the Government liquidated damages for each day of delay beginning with the delivery date specified on the delivery order. However, liquidated damages for late delivery will not be assessed for more than 180 calendar days for each occurrence. Liquidated damages shall be assessed as specified in the following subparagraphs.

F2.8.1 Total System Not Ready for Use. The Contractor shall install all equipment component items included on the same order by the date specified on the delivery order. If the Contractor fails to fulfill this requirement and, as a result, no portion of the total system is ready for use as scheduled, then the liquidated damages shall be assessed. Such liquidated damages shall be computed on the basis of each calendar day of delay at a rate of 0.11% of the contract price for the delivery order(s). Liquidated damages will cease upon the day the total system is installed and certified by the Contractor as ready for use by the Government.

F2.8.2 Individual Supply or Service Items Not Ready for Use. If individual supply or service items are not ready for use but the system is operational, the liquidated damages for each individual item shall be for each day's delay 0.11% of the contract price for that item and the associated services. This clause shall not apply when paragraph F2.8.1 of this clause is invoked.

F2.8.3 Substitute Items. If the Contractor provides substitute items which are acceptable to the Government in accordance with the criteria set forth in paragraph H4 "Substitution of Equipment" on or before the installation date, no liquidated damages shall apply to ordered items for which substitute items were accepted.

F2.8.4 Government Use of Installed Items. If some but not all of the items ordered are installed, ready for use, by the installation date and the Government uses any such installed items, liquidated damages shall not accrue against such installed items for any calendar day the items are used.

F2.8.5 Accrued Liquidated Damages Payment. The Government may elect to have any accrued liquidated damages either paid directly to the Government, or applied as a reduction on any current or future sums payable by the Government to the Contractor under this contract. The Government will notify the Contractor in writing of its election as to the method of payment.

F2.9 ALTERATIONS AND ATTACHMENTS TO LEASED EQUIPMENT

F2.9.1 Government Alterations: If the Government is leasing equipment under the contract, upon 30 days written notice, the Government may make alterations or install attachments to the Contractor's equipment, provided that such action will not create a safety hazard. The Government will assume full liability for any damages or degradation in equipment performance attributable directly to such alteration or attachment. In addition, the maintenance

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credit provisions set forth elsewhere in this contract shall not apply when equipment failure is caused by an alteration or attachment not supplied by the Contractor.

F2.9.2 Reserved.

F2.9.3 Removal of Alterations or Attachments. Before return of any leased equipment to the Contractor, the Government shall remove alterations or attachments which are not the property of the Contractor, and the equipment shall be restored to the prior configuration at Government expense.

F2.9.4 Configuration. Any reconfiguration of leased equipment agreed to by the Contractor, which is required to accommodate such alterations and/or attachments, shall be accomplished at the Government's expense.

F2.10 RELOCATION OF LEASED EQUIPMENT

F2.10.1 Emergency Movement. Except for an emergency, leased equipment shall not be moved from the general location in which installed unless the Contractor has been notified that a move is to be made.

F2.10.2 Authorized Movement. Upon written notification to the Contractor, leased equipment may be transferred from one location to another under this contract.

F2.10.3 Supervision. The Contractor shall supervise packing, unpacking and relocation of the equipment at the appropriate rate specified in Part B. All other costs associated with the relocation shall be the responsibility of the Government.

F2.10.4 Notice of Movement of Leased Equipment. The Government will give at least thirty (30) days written notice of movement of equipment unless such movement is required because of an emergency. Packing for such relocation shall be in accordance with Part D, and shall be at the Government's expense.

F2.11 EQUIPMENT REPLACEMENT

When faulty equipment supplied under this contract necessitates replacement with other equipment supplied by the Contractor, a performance acceptance period for the replacement equipment shall be established, at the option of the Government, as specified in Part E6. This period shall commence on the installation date of the replacement equipment.

F2.12 TERM OF THE CONTRACT

The term of this contract consists of a one-year base period and nine one-year options to extend the term of the contract. Options will be exercised in accordance with clause I9. "Option to Extend the Term of the Contract." All CLIN's/SCLIN's will be available for ordering for the first 96 months (if all options to extend the term of the contract are exercised); Support Services (including training and maintenance) and spare parts will be available for ordering for the entire 120 months (if all options to extend the term of the contract are exercised).

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